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7

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10  
11

12 JAS SOMAN, on behalf of herself, all others  
similarly situated,  
13

14 *Plaintiff,*

15 vs.

16 ALAMEDA HEALTH SYSTEM, a public  
hospital authority; and DOES 1 through 100,  
17 inclusive,  
18

19 *Defendants.*  
20  
21  
22

Case No. 3:17-CV-06076-JD

Assigned For All Purposes to the Honorable  
James Donato, Courtroom 11

**CLASS ACTION**

**FIRST AMENDED COMPLAINT**

1. Violation of 15 U.S.C. §§ 1681b(b)(2)(A) (Fair Credit Reporting Act);
2. Violation of 15 U.S.C. §§ 1681d(a)(1) and 1681g(c) (Fair Credit Reporting Act);
3. Violation of California Civil Code § 1786 *et seq.* (Investigative Consumer Reporting Agencies Act)
4. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*);

**JURY TRIAL DEMANDED**

COMES NOW, Plaintiff Jas Soman (hereafter "Plaintiff"), on behalf of herself and all others similarly situated, complains and alleges as follows:

### **INTRODUCTION**

1. Plaintiff brings this class action against defendant ALAMEDA HEALTH SYSTEM, a public hospital authority; and DOES 1 through 100, inclusively (collectively referred to as "Defendants") for alleged violations of the Fair Credit Reporting Act ("FCRA") and similar California laws.

2. Plaintiff alleges that Defendants routinely acquire consumer, investigative consumer and/or consumer credit reports (referred to collectively as "credit and background reports") to conduct background checks on Plaintiff and other prospective, current and former employees and use information from credit and background reports in connection with their hiring process without providing proper disclosures and obtaining proper authorization in compliance with the law.

3. Plaintiff, individually and on behalf of all others similarly situated current, former, and prospective employees, seeks compensatory and punitive damages due to Defendants' systematic and willful violations of the FCRA, 15 U.S.C. §§ 1681 *et seq.*, the California Investigative Consumer Reporting Agencies Act ("ICRAA") (Cal. Civ. Code § 1786, *et seq.*), and the California Consumer Credit Reporting Agencies Act ("CCRAA") (Cal. Civ. Code § 1785, *et seq.*).

### **JURISDICTION AND VENUE**

4. This Court has original subject matter jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. section 1331 because these claims seek redress for violation of Plaintiff's and the putative class' federal statutory rights under the Fair Credit Reporting Act (15 U.S.C. §§ 1681 *et seq.*).

5. This Court has supplemental jurisdiction over Plaintiff's and the putative class' state law claims pursuant to 28 U.S.C. section 1367(a) because these claims are so closely related to Plaintiff's and the putative class' FCRA claims that they form parts of the same case or controversy under Article III of the United State Constitution.

7. This Court has personal jurisdiction over this matter because Defendants conduct substantial business activity in this District, and because many of the unlawful acts described in this complaint occurred in this District and gave rise to the claims alleged.

8. Plaintiff was employed by Defendant as an hourly, non-exempt employee working in the State of California from approximately January 3, 2017 through June 13, 2017.

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 100, inclusive, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants when ascertained.

11. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the remaining defendants, and in doing the things hereinafter alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

12. Plaintiff alleges that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other defendants, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

## Class Action Complaint



**CLASS ALLEGATIONS**

13. This action has been brought and may be maintained as a class action pursuant to California Code of Civil Procedure § 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

14. **Class Definitions:** The classes are defined as follows:

A. **FCRA Class:** All of Defendants' current, former and prospective applicants for employment in the United States who applied for a job with Defendants at any time during the period for which a background check was performed beginning five years prior to the filing of this action and ending on the date that final judgment is entered in this action.

B. **ICRAA Class:** All of Defendant's current, former, and prospective applicants for employment in California, at any time during the period beginning five years prior to the filing of this action and ending on the date that final judgment is entered into this action.

15. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into subclasses and/or by limitation to particular issues.

16. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California law.

17. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These questions include, but are not limited to:

A. Wherein Defendants willfully failed to provide the class with stand-alone written disclosures before obtaining a credit or background report in compliance with the statutory mandates?



- 1 B. Whether Defendants willfully failed to identify the name, address,  
2 telephone number, and/or website of the investigative consumer reporting  
3 agency conducting the investigation?
- 4 C. Whether Defendants willfully failed to identify the source of the credit  
5 report to be performed?
- 6 D. Wherein Defendants willfully failed to comply with the FCRA, ICRAA  
7 and/or the CRAA?

8 18. **Typicality:** Plaintiff's claims are typical of the other class members' claims.  
9 Plaintiff is informed and believes and thereon alleges that Defendants have a policy, practice or  
10 a lack of a policy which resulted in Defendants failing to comply with the FCRA, ICRAA, and  
11 CCRAA as alleged herein.

12 19. **Adequacy of Class Representative:** Plaintiff is an adequate class representative  
13 in that she has no interests that are adverse to, or otherwise in conflict with, the interests of  
14 absent class members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of  
15 class members. Plaintiff will fairly and adequately represent and protect the interests of class  
16 members.

17 20. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in  
18 that they have no known conflicts of interest with Plaintiff or absent class members, are  
19 experienced in class action litigation and are dedicated to vigorously prosecuting this action on  
20 behalf of Plaintiff and absent class members.

21 21. **Superiority:** A class action is vastly superior to other available means for fair  
22 and efficient adjudication of class members' claims and would be beneficial to the parties and  
23 the Court. Class action treatment will allow a number of similarly situated persons to  
24 simultaneously and efficiently prosecute their common claims in a single forum without the  
25 unnecessary duplication of effort and expense that numerous individual actions would entail. In  
26 addition, the monetary amounts due to many individual class members are likely to be relatively  
27 small and would thus make it difficult, if not impossible, for individual class members to both  
28 seek and obtain relief. Moreover, a class action will serve an important public interest by

1 permitting class members to effectively pursue the recovery of monies owed to them. Further, a  
2 class action will prevent the potential for inconsistent or contradictory judgments inherent in  
3 individual litigation.

4 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 22. When Plaintiff applied for employment with Defendants, Defendants required  
6 her to fill out a disclosure and authorization form to perform a background investigation.

7 23. The disclosure provided by Defendants contained extraneous and superfluous  
8 language that does not consist solely of the disclosure as required by federal and state laws.

9 24. Plaintiff was presented with at least three different disclosure and authorization  
10 forms by Defendants.

11 **Application for Employment**

12 25. On or about September 8, 2016, Plaintiff was required to fill out an eight-page  
13 Application for Employment that contained all manner of extraneous and superfluous language  
14 that does not comply with the law as it is not a clear and conspicuous disclosure in a writing that  
15 consist solely of the disclosure. A true and correct copy of this document is attached as Exhibit  
16 A.

17 26. For example, it is prefaced with the following language: "We consider applicants  
18 for all positions without regard to race, color, religion, creed, national origin, age, disability,  
19 sexual orientation, marital status, or any other legally protected status."

20 27. It contains an "Instructions to Applicant" with detailed instructions: "1. You  
21 must fully and accurately complete this Application for employment. Incomplete applications  
22 will not be considered. Alameda Health System may use the information given in the  
23 application to investigate the applicant's previous employment and background. 2. The  
24 Application for Employment will be considered inactive after 90 days. If you wish to be  
25 considered after that time, you must complete a new Application for Employment. 3. If you are  
26 hired, proof of citizenship or immigration status will be required to verify your lawful right to  
27 work in the United States."

28 28. The Application requests information such as Education History, to list any



1 “scholastic honors, specialized training, apprenticeship, and extra-curricular activities that may  
2 be helpful in considering [the] application,” Skills/Experience, typing speed, medical  
3 transcription, word processing and computers proficiency, foreign languages,  
4 Licenses/Certifications, Driving Information, Work History, past Military Service, Resume and  
5 cover letter, References, miscellaneous questions such as whether the applicant is legally  
6 eligible to work in the United States, travel, refrain from smoking, previous employment with  
7 Alameda Health System or any of its affiliates, conviction of a crime other than minor traffic  
8 offense.

9 29. At the end of the Application, it contained an attestation that also included a  
10 release of liability for all forms of background check. The following language *italicized* are  
11 considered by Plaintiff to be extraneous and superfluous:

12 I hereby authorize investigation of all information contained in this application  
13 *and agree that any misleading, false statements or omissions would e cause for*  
14 *rejection of this application or for discharge if I am employed, regardless of the*  
15 *time elapsed since my hire date. I understand and agree that any offer of*  
16 *employment will be conditioned upon satisfactory work references and I hereby*  
17 *authorize Alameda Health System to thoroughly investigate my past employment.*  
18 *I authorize the references I have listed to disclose to Alameda Health System any*  
19 *and all information related to my work records, without giving me prior notice of*  
20 *such disclosure. I hereby agree to execute any documents Alameda Heath*  
21 *System deems necessary to such investigation and I agree to cooperate in such*  
22 *investigation. Furthermore, I release Alameda Health System and all persons,*  
23 *companies or corporations from any and all claims, demands or liabilities*  
24 *arising out of, or in any way related to, such investigation or disclosure.*

25 *I certify that I have personally completed this application and that the*  
26 *information contained herein is true and correct to the best of my knowledge. I*  
27 *verify that I have read, understand and consent to the above.*

28 My typed name below shall have the same force and effect as my written  
signature.

#### **Notice Regarding Background Investigation**

29 30. On or about September 8, 2016, Plaintiff was also given a one-page “Notice  
30 Regarding Background Check Investigation” (the “Notice”) which contained extraneous  
31 language and superfluous information. A true and correct copy of this document is attached as  
32 Exhibit B.

33 31. In addition, on or about September 8, 2016, Plaintiff was given a two-page  
34 “Notice Regarding Background Investigation” and “Notice Regarding Background



Investigation Pursuant to California Law” (the “California Notice”) that both contained extraneous language and superfluous information. A true and correct copy is attached as Exhibit C.

32. The Notice and California Notice violate the FCRA’s standalone requirement in numerous ways, including but not limited to the following:

- The Notice contains numerous provisions about different states, including New York, Minnesota, and Oklahoma. Even the California Notice contains provisions relating to Minnesota and Oklahoma applicants.
- The Notice and California Notice incorporate not one, but two other documents by stating: “I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents.”
- By placing the acknowledgement of receipt before language stating, “I hereby authorize the obtaining of ‘consumer reports’ and/or ‘investigative consumer reports’ at any time after receipt of this authorization and, if I am hired, throughout my employment”
- By inquiring: “**ANSWER REQUIRED:** OK to contact current/most recent employer? ☐ Yes ☐ No \_\_\_\_\_”
- By stating: “Information in this document is intended only as a service to inform or be educational in nature. Nothing herein should ever be construed as legal advice or opinion, nor as the offer of such.”

### **FIRST CAUSE OF ACTION**

#### **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE FCRA**

**(15 U.S.C. §§ 1681b(b)(2)(A))**

**(By Plaintiff and the FCRA Class Against All Defendants)**

33. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

34. Defendants are “persons” as defined by Section 1681a(b) of the FCRA.

35. Plaintiff and class members are “consumers” within the meaning Section 1681a(c) of the FCRA, because they are “individuals.”

36. Section 1681a(d)(1) of the FCRA defines “consumer report” as any oral, or other communication of any information by a consumer reporting agency bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer’s eligibility” for employment purposes.

Thus, a credit and background report qualifies as a consumer report.

37. Section 1681a(e) of the FCRA defines “investigative consumer report” as:

a consumer report or portion thereof in which information on a consumer's character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the consumer reported on or with whom he is acquainted or who may have knowledge concerning any such items of information.

Thus, a credit and background report qualifies as an investigative consumer report.

38. Section 1681b(b) of the FCRA provides, in relevant part:

Conditions for furnishing and using consumer reports for employment purposes

(2) Disclosure to consumer

(A) In general

Except as provided in subparagraph (B), a person may not procure a consumer report, or cause a consumer report to be procured, for employment purposes with respect to any consumer, unless—

- i. **a clear and conspicuous** disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that **consists solely of the disclosure**, that a consumer report may be obtained for employment purposes; and
- ii. the consumer has authorized in writing (which authorization may be made on the document referred to in clause (i)) the procurement of the report by that person. (Emphasis Added).

39. Section 1681b(b)(2)(A)(i) requires that a clear and conspicuous disclosure be made in writing.

40. As described above, Plaintiff alleges, on information and belief, that in evaluating her and other class members for employment, Defendants procured or caused to be

1 prepared credit and background reports (i.e., a consumer report and/or investigative consumer  
2 report, as defined by 15 U.S.C. § 1681a(d)(1)(B) and 15 U.S.C. § 1681a(e)).

3 41. The purported disclosures do not meet the requirements under the law because  
4 they are embedded with extraneous information, and are not clear and unambiguous disclosures  
5 in stand-alone documents.

6 42. Under the FCRA, it is unlawful to procure or caused to be procured, a consumer  
7 report or investigative consumer report for employment purposes unless the disclosure is made  
8 in a document that consists solely of the disclosure and the consumer has authorized, in writing,  
9 the procurement of the report. 15 U.S.C. § 1681b(b)(2)(A)(i)-(ii). The inclusion of a release and  
10 other extraneous information, therefore, violates § 1681b(b)(2)(A) of the FCRA.

11 43. Although the disclosure and the authorization may be combined in a single  
12 document, the Federal Trade Commission (“FTC”) has warned that the form should not include  
13 any extraneous information or be part of another document. For example, in response to an  
14 inquiry as to whether the disclosure may be set forth within an application for employment or  
15 whether it must be included in a separate document, the FTC stated:

16 The disclosure may not be part of an employment application because the  
17 language [of 15 U.S.C. § 1681b(b)(2)(A) is] intended to ensure that it appears  
18 conspicuously in a document not encumbered by any other information. The  
19 reason for requiring that the disclosure be in a stand-alone document is to prevent  
20 consumers from being distracted by other information side-by-side within the  
21 disclosure.

22 44. The plain language of the statute also clearly indicates that the inclusion of a  
23 liability release in a disclosure form violates the disclosure and authorization requirements of  
24 the FCRA, because such a form would not consist “solely” of the disclosure. In fact, the FTC  
25 expressly has warned that the FCRA notice may not include extraneous information such as a  
26 release. In a 1998 opinion letter, the FTC stated:

27 [W]e note that your draft disclosure includes a waiver by the consumer of his or her  
28 rights under the FCRA. The inclusion of such a waiver in a disclosure form will violate  
Section 604(b)(2)(A) of the FCRA, which requires that a disclosure consist ‘solely’ of  
the disclosure that a consumer report may be obtained for employment purposes.

45. In a report dated July 2011, the FTC reiterated that: “the notice [under 15 U.S.C  
§ 1681b(b)(2)(A)] may not include extraneous or contradictory information, such as a request



1 for a consumer's waiver of his or her rights under the FCRA."

2 46. By including a release and other extraneous information, Defendants willfully  
3 disregarded the FTC's regulatory guidance and violated Section 1681b(b)(2)(A) of the FCRA.  
4 Additionally, the inclusion of the extraneous provisions causes the disclosure to fail to be "clear  
5 and conspicuous" and "clear and accurate," and thus violates §§ 1681b(b)(2)(A) and 1681d(a).

6 47. Defendants' conduct in violation of Section 1681b(b)(2)(A) of the FCRA was  
7 and is willful. Defendants acted in deliberate or reckless disregard of their obligations and the  
8 rights of applicants and employees, including Plaintiff and class members. Defendants' willful  
9 conduct is reflected by, among other things, the following facts:

10 (a) Defendants are a large corporation with access to legal advice;

11 (b) Defendants required a purported authorization to perform credit and  
12 background checks in the process of employing the class members which, although defective,  
13 evidences Defendants' awareness of and willful failure to follow the governing laws concerning  
14 such authorizations;

15 (c) The plain language of the statute unambiguously indicates that inclusion  
16 of a liability release and other extraneous information in a disclosure form violates the  
17 disclosure and authorization requirements; and

18 (d) The FTC's express statements, pre-dating Defendants' conduct, which  
19 state that it is a violation of Section 1681b(b)(2)(A) of the FCRA to include a liability waiver in  
20 the FCRA disclosure form.

21 48. Defendants required a liability release, in the disclosure form, along with other  
22 extraneous information, that releases all parties involved from any liability and responsibility  
23 for releasing information they have about the Plaintiff to Defendants.

24 49. Based upon the facts likely to have evidentiary support after a reasonable  
25 opportunity for further investigation and discovery, Plaintiff alleges that Defendants have a  
26 policy and practice of procuring investigative consumer reports or causing investigative  
27 consumer reports to be procured for applicants and employees without informing such  
28 applicants of their right to request a summary of their rights under the FCRA at the same time as

the disclosure explaining that an investigative consumer report may be made. Pursuant to that policy and practice, Defendants procured investigative consumer reports or caused investigative consumer reports to be procured for Plaintiff and class members, as described above, without informing class members of their rights to request a written summary of their rights under the FCRA.

50. Accordingly, Defendants willfully violated and continue to violate the FCRA including, but not limited to, §§ 1681b(b)(2)(A) and 1681d(a). Defendants' willful conduct is reflected by, among other things, the facts set forth above.

51. As a result of Defendants' illegal procurement of credit and background reports by way of their inadequate disclosures, as set forth above, Plaintiff and class members have been injured including, but not limited to, having their privacy and statutory rights invaded in violation of the FCRA.

52. Plaintiff, on behalf of herself and all class members, seeks all available remedies pursuant to 15 U.S.C. § 1681n, including statutory damages and/or actual damages, punitive damages, injunctive and equitable relief and attorneys' fees and costs.

53. In the alternative to Plaintiff's allegation that these violations were willful, Plaintiff alleges that the violations were negligent and seeks the appropriate remedy, if any, under 15 U.S.C. § 1681o, including actual damages and attorneys' fees and costs.

## **SECOND CAUSE OF ACTION**

### **FAILURE TO GIVE PROPER SUMMARY OF RIGHTS IN VIOLATION OF FCRA**

#### **(15 U.S.C. § 1681d(a)(1) and 1681g(c))**

#### **(By Plaintiff and the FCRA Class Against All Defendants)**

54. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

55. Section 1681d provides:

#### **(a) Disclosure of fact of preparation**

A person may not procure or cause to be prepared an investigative consumer report on any consumer unless—

(1) it is *clearly and accurately disclosed* to the consumer that an investigative consumer report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure;

(2) is *made in a writing mailed, or otherwise delivered*, to the

consumer, not later than three days after the date on which the report was first requested, and

(3) *includes a statement informing the consumer of his right to request the additional disclosures* provided for under subsection (b) of this section *and the written summary of the rights of the consumer prepared pursuant to section 1681g(c)* of this title; (Emphasis Added.)

(4) Subsection (b) of Section 1681d(a)(1) provides:  
Any person who procures or causes to be prepared an investigative consumer report on any consumer shall, upon written request made by the consumer within a reasonable period of time after the receipt by him of the disclosure required by subsection (a)(1) of this section (a)(1) of this section, make a *complete and accurate disclosure of the nature and scope of the investigation requested*; (Emphasis Added). This disclosure shall be made in a writing mailed, or otherwise delivered, to the consumer not later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

56. Moreover, Defendant did not comply with Section 1681d(a)(1)(b) because the disclosures fail to inform the consumer of the right to have the person who procured the report provide a complete and accurate disclosure of the nature and scope of the investigation requested.

### **THIRD CAUSE OF ACTION**

#### **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF ICRAA**

**(Cal. Civ. Code § 1786 *et seq.*)**

**(By Plaintiff and the ICRAA Class Against All Defendants)**

57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

58. Defendants are “persons” as defined by Section 1786.2(a) of the Investigative Consumer Reporting Agencies Act (“ICRAA”).

59. Plaintiff and **ICRAA Class** members are “consumers” within the meaning Section 1786.2(b) of the ICRAA, because they are “individuals.”

60. Section 1786.2(c) of the ICRAA defines “investigative consumer report” as:  
a consumer report in which information on a consumer's character,  
general reputation, personal characteristics, or mode of living is obtained  
through any means.

61. Thus a background checks qualifies as an investigative consumer report under the ICRAA



62. Section 1786.16(a)(2) of the ICRAA provides, in relevant part:

If, at any time, an investigative consumer report is sought for employment purposes...the person seeking the investigative consumer report may procure the report, or cause the report to be made, only if all of the following apply:

(B) The person procuring or causing the report to be made provides a **clear and conspicuous** disclosure in writing to the consumer at any time before the report is procured or caused to be made **in a document that consists solely of the disclosure**, that:

(i) An investigative consumer report may be obtained.

(ii) The permissible purpose of the report is identified.

(iii) The disclosure may include information on the consumer's character, general reputation, personal characteristics, and mode of living.

(iv) Identifies the **name, address, and telephone number of the investigative consumer reporting agency** conducting the investigation.

(v) Notifies the consumer in writing of the nature and scope of the investigation requested, including the provisions of Section 1786.22.

(vi) **Notifies the consumer of the Internet Web site address of the investigative consumer reporting agency** identified in clause (iv), or, **if the agency has no Internet Web site address, the telephone number of the agency**, where the consumer may find information about the investigative reporting agency's privacy practices, including whether the consumer's personal information will be sent outside the United States or its territories and information that complies with subdivision (d) of Section 1786.20. This clause shall become operative on January 1, 2012.

(C) The consumer has authorized in writing the procurement of the report.

(Emphasis added.)

63. As described above, Plaintiff alleges that in evaluating her and other class members for employment, Defendants procured or caused to be prepared investigative consumer report (e.g. background checks), as defined by Cal. Civ. Code § 1786.2(c).

64. Because the purported disclosures are embedded with extraneous information, and are not clear and unambiguous disclosures in stand-alone documents, they do not meet the requirements under the law.

65. Under the ICRAA, it is unlawful to procure or caused to be procured, a consumer report or investigative consumer report for employment purposes unless the disclosure is made in a document that consists solely of the disclosure and the consumer has authorized, in writing, the procurement of the report. Cal. Civ. Code § 1786.16(a)(2)(B)-(C). The inclusion of the Release and other extraneous information, therefore, violates § 1786.16(a)(2)(B) of the ICRAA.

66. The plain language of the statute clearly indicates that the inclusion of a liability

1 release in a disclosure form violates the disclosure and authorization requirements of the  
2 ICRAA, because such a form would not consist “solely” of the disclosure.

3 67. By including the Release and other extraneous information, Defendants willfully  
4 violated § 1786.16(a)(2)(B) of the ICRAA. Additionally, the inclusion of the extraneous  
5 provisions causes the disclosure to fail to be “clear and conspicuous” and thus violates §  
6 1786.16(a)(2)(B).

7 68. Based upon facts that are likely to have evidentiary support after a reasonable  
8 opportunity for investigation and discovery, Plaintiff alleges that Defendants have a policy and  
9 practice of failing to provide adequate written disclosures to applicants and employees, before  
10 procuring background checks or causing background checks to be procured, as described above.  
11 Pursuant to that policy and practice, Defendants procured background checks or caused  
12 background checks to be procured for Plaintiff and class members without first providing a  
13 written disclosure in compliance with § 1786.16(a)(2)(B) of the ICRAA, as described above.

14 69. Defendants’ conduct in violation of § 1786.16(a)(2)(B) of the ICRAA was and is  
15 willful and/or grossly negligent. Defendants acted in deliberate or reckless disregard of their  
16 obligations and the rights of applicants and employees, including Plaintiff and class members.  
17 Defendants’ willful conduct is reflected by, among other things, the following facts:

18 (a) Defendants are large corporations with access to legal advice;

19 (b) Defendants required a purported authorization to perform credit and  
20 background checks in the process of employing the class members which, although defective,  
21 evidences Defendants’ awareness of and willful failure to follow the governing laws concerning  
22 such authorizations; and

23 (c) The plain language of the statute unambiguously indicates that inclusion  
24 of a liability release and other extraneous information in a disclosure form violates the  
25 disclosure and authorization requirements, and that the disclosure form must contain the name,  
26 address, phone number, and/or website address of the investigative consumer reporting agency  
27 conducting the investigation.

28 70. As a result of Defendants’ illegal procurement of background reports by way of



1 their inadequate disclosures, as set forth above, Plaintiff and class members have been injured  
 2 including, but not limited to, having their privacy and statutory rights invaded in violation of the  
 3 ICRAA.

4 71. Plaintiff, on behalf of herself and all class members, seeks all available remedies  
 5 pursuant to Cal. Civ. Code § 1786.50, including statutory damages and/or actual damages,  
 6 punitive damages, and attorneys' fees and costs.

7 72. In the alternative to Plaintiff's allegation that these violations were willful or  
 8 grossly negligent, Plaintiff alleges that the violations were negligent and seeks the appropriate  
 9 remedy, if any, under Cal. Civ. Code § 1786.50(a), including actual damages and attorneys' fees  
 10 and costs.

#### 11 **FOURTH CAUSE OF ACTION**

#### 12 **UNFAIR COMPETITION**

13 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

14 **(By Plaintiff and FCRA, ICRAA and CCRAA Class)**

15 73. Plaintiff incorporates the preceding paragraphs of the Complaint as if  
 16 fully alleged herein.

17 74. Business and Professions Code section 17200 defines "unfair competition" to  
 18 include any unlawful business practice.

19 75. Business and Professions Code sections 17203–17204 allow a person who has  
 20 lost money or property as a result of unfair competition to bring a class action in accordance  
 21 with Code of Civil Procedure section 382 to recover money or property that may have been  
 22 acquired from similarly situated persons by means of unfair competition.

23 76. Federal and California laws require certain disclosures and proper authorization  
 24 before conducting background checks and obtaining information from credit and background  
 25 reports in connection with a hiring process.

26 77. Plaintiff and the UCL Class re-alleges and incorporates by reference the  
 27 FIRST, SECOND, THIRD and FOURTH causes of action herein.

28 78. Plaintiff lost money or property as a result of the aforementioned unfair



1 competition.

2 79. Defendants have, or may have, acquired money by means of unfair  
3 competition.

4 80. Defendants have violated Federal and California laws through their policies and  
5 practices of, *inter alia*, routinely acquiring consumer, investigative consumer and/or consumer  
6 credit reports (referred to collectively as “credit and background reports”) to conduct  
7 background checks on Plaintiff and other prospective, current and former employees and use  
8 information from credit and background reports in connection with their hiring process without  
9 providing proper disclosures and obtaining proper authorization in compliance with the law.

10 81. The unlawful conduct of Defendants alleged herein amounts to and  
11 constitutes unfair competition within the meaning of Business and Professions Code sections  
12 17200, *et seq.* Business and Professions Code section 17200, *et seq.*, protects against unfair  
13 competition and allows a person who has suffered an injury-in-fact and has lost money or  
14 property as a result of an unfair, unlawful, or fraudulent business practice to seek restitution on  
15 his own behalf and on behalf of other similarly situated persons in a class action proceeding.

16 82. Plaintiff is informed and believes that other similarly situated persons  
17 have been subject to the same unlawful policies or practices of Defendants.

18 83. Due to its unfair and unlawful business practices in violation of Federal and  
19 California laws as alleged herein, Defendants have gained a competitive advantage over other  
20 comparable companies doing business in the State of California that comply with their legal  
21 obligations.

22 84. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of  
23 herself and the other members of the **FCRA, ICRAA and CCRAA Class**, seeks declaratory  
24 relief and restitution of all monies rightfully belonging to them that Defendants did not pay  
25 them or otherwise retained by means of its unlawful and unfair business practices.

26 85. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit  
27 doctrine and/or the common fund doctrine, Plaintiff and the other members of the **FCRA,**  
28 **ICRAA and CCRAA Class** are entitled to recover reasonable attorneys’ fees in connection

1 with their unfair competition claims.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for  
4 relief and judgment against Defendants as follows:

- 5 A. An order that the action be certified as a class action;  
6 B. An order that Plaintiff be appointed class representative;  
7 C. An order that counsel for Plaintiff be appointed class counsel;  
8 D. Statutory penalties;  
9 E. Civil penalties;  
10 F. Punitive damages;  
11 G. Injunctive relief;  
12 H. Costs of suit;  
13 I. Interest;  
14 J. Restitution;  
15 K. Reasonable attorneys' fees; and  
16 L. Such other relief as the Court deems just and proper.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury  
19 trial on all issues so triable.

20  
21 Dated: March 27, 2018

SETAREH LAW GROUP

22  
23   
24

25 SHAUN SETAREH  
26 Attorney for Plaintiff,  
27 JAS SOMAN  
28

**EXHIBIT A**



Job Application

Page 1 of 8

**Position Applied For**

**Position:** Surgical Technician  
**Facility:** Highland General Hospital  
**Department:** SURGERY  
**Schedule:** Full Time  
**Req Num:** 17571

**Application for Employment**

We consider applicants for all positions without regard to race, color, religion, creed, national origin, age, disability, sexual orientation, marital status, or any other legally protected status.

**Instructions to Applicant**

1. You must fully and accurately complete the Application for employment. Incomplete applications will not be considered. Alameda Health System may use the information given in the application to investigate the applicant's previous employment and background.
2. The Application for Employment will be considered inactive after 90 days. If you wish to be considered after that time, you must complete a new Application for Employment.
3. If you are hired, proof of citizenship or immigration status will be required to verify your lawful right to work in the United States.

**\* required information**

September 8, 2016

**PERSONAL INFORMATION**

Are you a current employee of Alameda Health System? \* (X) No

First Name: \* Jas MI: K

Last Name: \* Soman

Address: \* 723 Camino Plaza # 260

City: \* San Bruno

State: \* CA

Zip: \* 94066

Social Security Number: \* 1558

Home/Other Phone: \* 650 - 834 - 5530

Work Phone: 415 - 421 - 4900

Cell Phone: 650 - 834 - 5530

Best way to contact: Cell Phone

Email Address: \* birsoman@outlook.com

**EDUCATION**

High School

Name of school: Mills High School Years completed? 4

Street: 400 Murchison drive Degree Type: HIGH SCHOOL

City: Millbrae Did you graduate? Yes

State: CA Province:

Job Application

Page 2 of 8

Zip: 94030  
Country: USA

**Undergraduate**

Name of school: Argosy University Major: Business Management  
Street: Degree Type: BACHELORS  
City: Alameda Did you graduate? No  
State: CA Province:  
Zip:  
Country: USA

**Technical**

Name of school: Skyline College Major: Surgical Technologis  
Street: 3300 College Dr Degree Type: NO DEGREE  
City: San Bruno Did you graduate? Yes  
State: CA Province:  
Zip: 94066  
Country: USA

List scholastic honors, specialized training, apprenticeship, and extra-curricular activities that may be helpful in considering your application:

I volunteer at the Church of the Highland in San Bruno for Human traffic awareness. We work together with Sequoia Hospital in Redwood City.

**SKILLS / EXPERIENCE**Check all that apply

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Billing                        | <input type="checkbox"/> ICU-CCU                   | <input type="checkbox"/> Nursing Supervision              | <input type="checkbox"/> Geriatric                   |
| <input type="checkbox"/> Hospital Admitting             | <input checked="" type="checkbox"/> Neurology      | <input type="checkbox"/> Respiratory Therapy              | <input type="checkbox"/> Med/Surg                    |
| <input checked="" type="checkbox"/> Medical Terminology | <input type="checkbox"/> Physical Therapy          | <input type="checkbox"/> E.M.S.                           | <input checked="" type="checkbox"/> Orthopaedics     |
| <input type="checkbox"/> Pediatrics/LDRP                | <input checked="" type="checkbox"/> X-Ray          | <input type="checkbox"/> Lab/Chemistry                    | <input type="checkbox"/> Switchboard                 |
| <input type="checkbox"/> Transcription                  | <input type="checkbox"/> Rad Tech                  | <input type="checkbox"/> Oncology                         | <input type="checkbox"/> Medical Transcription       |
| <input type="checkbox"/> Accounting                     | <input type="checkbox"/> I.V. Therapy              | <input checked="" type="checkbox"/> Surgery/Recovery Room | <input type="checkbox"/> Coding                      |
| <input type="checkbox"/> Occupational Therapy           | <input type="checkbox"/> Security                  | <input type="checkbox"/> Maintenance                      | <input type="checkbox"/> Training and Education      |
| <input type="checkbox"/> Human Resources                | <input checked="" type="checkbox"/> Communications | <input checked="" type="checkbox"/> Housekeeping          | <input type="checkbox"/> Sports Medicine             |
| <input type="checkbox"/> Cardiopulmonary                | <input checked="" type="checkbox"/> Emergency      | <input type="checkbox"/> Social Work                      | <input type="checkbox"/> CNA                         |
| <input type="checkbox"/> Chaplain Services              | <input checked="" type="checkbox"/> Trauma         | <input type="checkbox"/> Public Relations                 | <input type="checkbox"/> LPN                         |
| <input type="checkbox"/> Safety                         | <input checked="" type="checkbox"/> Joints         | <input type="checkbox"/> Speech Therapy                   | <input type="checkbox"/> Post Acute/ Assisted Living |
| <input type="checkbox"/> Radiology                      | <input type="checkbox"/> Pharmacy                  | <input type="checkbox"/> Community Outreach               | <input type="checkbox"/> Diabetes Management         |
| <input type="checkbox"/> Nutrition                      | <input type="checkbox"/> Dietary                   | <input type="checkbox"/> MIS(IT)                          | <input type="checkbox"/> Performance Services        |

Typing Speed - WPM: 35

Errors: 0

Medical Transcription - WPM: 35

Word Processing / Computers: Windows, Excel, Spread sheet

Office Equipment / Products / Mobile Machinery:

Foreign Languages: Hindi

Other skills not mentioned above:

Job Application

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Membership in Professional or Civic Organizations:  
(You may exclude those which may disclose your race, color, religion or national origin.)

## LICENSES/CERTIFICATIONS

## Professional Licensure

Type	State	Number	Date Issued	Expiration Date	Temp / Perm
NBSTSA/ Certification	CA	159656	06 2015	06 2019	[ ] / [X]
BLS	CA		05 2015	05 2017	[X] / [ ]

Have you ever had any action taken against your professional license? No  
If yes, please explain circumstances and outcome.

## DRIVING INFORMATION

Driver License Number	Driver License Type	Plate Number	State of Issue	Date Issued	Date Expired
A9688927	Personal		CA	10 2014	10 2018

## WORK HISTORY

Please complete seven years work history , beginning with your most recent employer. Make sure you include volunteer work or other job related training which provides information on skills/abilities you have developed. It is important to be accurate and complete since your pay rate is related to your experience.

Are you currently employed?\* Yes

## 1. Current/most recent employer:

Name of Company:\* MGA  
Street: 44 Montgomery  
City:\* San Francisco  
State:\* CA  
Zip: 94104  
Employer's Phone:\* 415 - 421 - 8500

## Job Duties and Responsibilities:\*

Have a flexible schedule, be able to travel to different locations and facility. Be able to scrub in all procedures assist Surgeons with surgery. Prepare equipment, and instruments per procedure. Be able to work independently, work with surgical team to perform outstanding patient care. Great the patient with courtesy, treat coworkers with respect. Have good communicating skills.

Other Name(s) Used: Jas

Reason For Leaving:\*  
Employed

Job Title:\* Certified Surgical  
Technologist  
Employed From:\* 06 2015  
Employed To:\* 09 2016

Do you have additional work history to add?\*  
Yes

Starting Salary:\* 33.00

Ending Salary:\* 33.00

Supervisor's Name: Taylor

Employment Status: Other

2.

Name of Company:\*



## Job Application

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University of Davis

Street: 2315 Stockton Street

City: \* Sacramento

State: \* CA

Zip: 95817

Employer's Phone: \* 916 - 734 - 2011

Other Name(s) Used: Jasbir Soman

Job Title: \* Principle Surgical  
Technologist

Employed From: \* 08 2015

Employed To: \* 09 2016

Starting Salary: \* 36.00

Ending Salary: \* 36.00

Supervisor's Name: Julie Kabashi

Employment Status: Part Time

## Job Duties and Responsibilities:\*

Be able to work independently at an expert level. Have expert knowledge of surgical equipment, surgical instruments for specified procedures, anatomy, physiology. Be able to set the back table up in a timely manner. Work in a fast passed environment. Be task oriented, have good memory of Surgeons techniques. Be aware of sterility before and during procedure. Plan ahead with surgeon for the next case. Perform in procedures such as Cataract, breast procedures, general, podiatry, Neurology, Laminectomy, Craniotomy, ENT, Orthopedic, total joints, arthroscopy, sports medicine, fractures, amputations, vascular procedures, Gyn, laparotomy, urology. Work with surgical team communicate with each with politeness and respect. Provide outstanding patient care.

Reason For Leaving: \*

Employed

Do you have additional work history to add? \*

Yes

3.

Name of Company: \* Stanford University Medical  
Center

Street: 300 Pasteur dr

City: \* Palo Alto

State: \* CA

Zip: 94305

Employer's Phone: \* 650 - 723 - 4000

Other Name(s) Used:

Job Title: \* Certified Surgical  
Technologist

Employed From: \* 06 2015

Employed To: \* 08 2015

Starting Salary: \* 43.00

Ending Salary: \* 43.00

Supervisor's Name: Chad Hanna

Employment Status: Full Time

## Job Duties and Responsibilities:\*

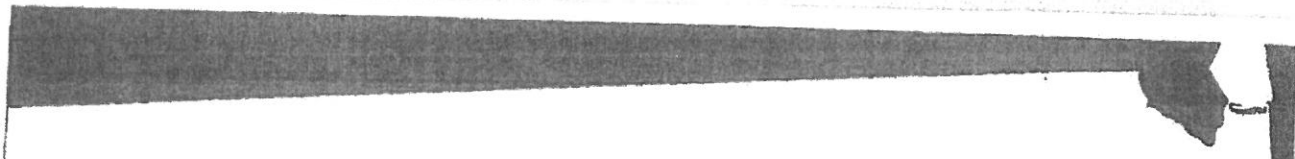
Specialized in orthopedic trauma. Be able to assist Surgeons and Residents in all procedure. Have knowledge of anatomy and physiology. Be able to work with different vendors and sets of instruments. Follow sterile technique. Follow all University protocols and procedures when it comes to instrumentation and sponge counts. Work in a fast passed and stressful environment. Assist in procedures such as; fractures of the head, face and limbs. General, Vascular, cell replacement, bone grafting, angle procedure, stem cell plantation.

Reason For Leaving: \*

Schedule change

Do you have additional work history to add? \*

Yes



## Job Application

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4.

Name of Company:\* Mills Peninsula  
 Street: 1501 Trousdale Dr  
 City:\* Burlingame  
 State:\* CA  
 Zip: 9410  
 Employer's Phone:\* 650 - 696 - 5400

Other Name(s) Used:  
 Job Title:\* Surgical Technologist

Employed From:\* 02 2006  
 Employed To:\* 05 2015  
 Starting Salary:\* 29.00  
 Ending Salary:\* 39.00

Supervisor's Name: Dennis Oleary  
 Employment Status: Full Time

## Job Duties and Responsibilities:\*

Work in both out patient surgery center and main hospital. Pick cases and implants, confirming implants with Registered Nurse and Surgeon at the time of use. Confirm all medications and specimens received. Be able to mix medication as requested by Surgeon. Label all medications and fluids on the back table, participate in time out. Be able to assist in all surgical assignments such as; laparoscopic cases, general and gyn, cataract, ent, breast, plastic cases, breast augmentation, total body lift, fat injection, gender reassignment, feminization.

## Reason For Leaving:\*

Reduced hours/ canceled working days

Do you have additional work history to add?\*

Yes

5.

Name of Company:\* Kaiser Hospital  
 Street: 2238 Geary Blvd  
 City:\* San Francisco  
 State:\* CA  
 Zip:  
 Employer's Phone:\* 415 - 833 - 2000

Other Name(s) Used:  
 Job Title:\* Surgical Tech/ Medical Assistant

Employed From:\* 01 1997  
 Employed To:\* 02 2006  
 Starting Salary:\* 12.00  
 Ending Salary:\* 29.00

Supervisor's Name: Mary Kirkwood  
 Employment Status: Part Time

## Job Duties and Responsibilities:\*

Be able to assist in all procedures. Specialty in Neurology, bariatric and orthopedic. Set up equipment and instruments to specified procedures, be able to add adjustments to preference cards. Open needed items only practice caution not to waste items practice sterile technique. Have good communication skills, have good critical thinking skills. Perform counts and label medication as policy requires. Communicating with staff members in a professional, respectful manner. Showing compassion to the patients. Providing outstanding patient care service.

## Reason For Leaving:\*

Promotion

Do you have additional work history to add?\*

No



## Job Application

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**MILITARY SERVICE**

Were/Are you a member of the U.S. Armed Forces? No

Branch of Service:

Period of Active Duty: From:  
To:

Highest rank held:

Type of Separation/Discharge:

**RESUME****Resume**

To cut and paste your resume:

1. Highlight the text on the resume you want to copy.
2. Press 'Ctrl C' to copy (Hold down the Ctrl key and press C).
3. Place the cursor in the **RESUME** box below.
4. Press 'Ctrl V' to paste the information.

**Cover Letter**

Dear Preoperative Manager,

I am very interested in being part of your surgical team. I value your excellent service provided to the community. I have accumulated lots of experience over the years in the communities and hospitals I have worked at. I believe working with the surgical team at Highland Hospital will be a great fit for me. Thank you for your time in reviewing my application. I look forward to speaking with you soon via email or phone.

Sincerely,

Jas Soman

Resume

**REFERENCES**

Please provide three professional references.

Name	Phone Number	Address	Relationship
Juan Cruz	650 - 862 - 7890	Mountain View	Friend/ coworker
Shashi Ragwhan	209 - 765 - 6410	Marin	Coworker
Dr. David Ellson	650 - 652 - 8580	Bulingame	Co Worker

**ADDITIONAL INFORMATION**

Minimum Salary Desired: 40.00

\*if the shift you are interested in is filled can we consider Yes  
you for the same job classification, but with a different  
schedule and/or different shift.

When will you be available to begin work? ASAP

How did you find out about this position?\* Other

Please enter "Other" source: Highland career website

If you were referred by a current employee, enter their  
name and department:

## Job Application

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If you have any relatives currently employed by Alameda Health System list their names and Departments:

Which job status/shift would you accept? (please check all that apply)

Status Shift  
☒ Full Time ☒ Day  
☐ Part Time ☒ Evening  
☐ SAN ☒ Night  
☐ Contract ☒ Weekend  
☐ Temporary ☒ Rotating Shifts

Please answer all of the following questions.

\* No If you are under 18 years of age, can you provide required proof of your eligibility to work?

\* Yes Are you legally eligible for employment in the United States?

If yes, and you are not a U.S. Citizen, please provide the number of your Resident Alien or Work Authorization Card.  
 Form 1-15: Form 1-94: Class

\* Yes Can you travel if a job requires it?

\* Yes Alameda Health System is a tobacco-free employer. Will you be able to comply with this policy?

\* No Are you currently receiving ACERA?

\* No Have you ever been employed by Alameda Health System or any of its affiliates in any capacity?

If yes, hire date and department?  
 Hire Date: Department:

\* Yes Have you previously filed an application with Alameda Health System or any of its affiliates?

If yes, please provide name of affiliate(s):  
 Alameda Hospital

\* No Have you ever been convicted of a crime other than a minor traffic offense (including Military Service)?

If yes, please explain.

(Alameda Health System conducts criminal record checks. Failure to divulge complete information will disqualify you from employment. However, conviction will not necessarily disqualify an applicant from employment).

\* No Are you charged with an unresolved criminal charge? (Are you charged with a crime that has not yet resulted in a plea of guilty, court trial, deferred adjudication or dropping of the charge? )

If yes, explain fully.

## READ AND SIGN

## Read the following carefully before signing.

I hereby authorize investigation of all information contained in this application and agree that any misleading, false statements or omissions would be cause for rejection of this application or for discharge if I am employed, regardless of the time elapsed since my hire date. I understand and agree that any offer of employment will be conditioned upon satisfactory work references and I hereby authorize Alameda Health System to thoroughly investigate my past employment. I authorize the references I have listed to disclose to Alameda Health System any and all information related to my work records, without giving me prior notice of such disclosure. I hereby agree to execute any documents Alameda Health System deems necessary to such investigation and I agree to cooperate in such investigation. Furthermore, I release Alameda Health System and all persons, companies or corporations from any and all claims, demands or liabilities arising out of, or in any way related to, such investigation or disclosure.

Job Application

Page 8 of 8

I understand, that as a condition of employment, I must successfully complete a post-offer job related medical examination. I agree to sign all necessary consents for the release of medical information to Alameda Health System for its use in evaluating my fitness to perform the position for which I am applying. I also understand that a job offer, or my continued employment if hired, is contingent upon my ability to perform the essential functions of my job, with or without reasonable accommodation. If I am offered a position with Alameda Health System, I agree that I will comply with all of its rules, regulations and policies.

I certify that I have personally completed this application and that the information contained herein is true and correct to the best of my knowledge. I verify that I have read, understand and consent to the above.

My typed name below shall have the same force and effect as my written signature.

Candidate's/Applicant's Signature: Jas Soman

Date: September 8, 2016



**EXHIBIT B**



IMPORTANT - PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGMENT

New York applicants or employees only. You have the right to inspect and receive a copy of any investigative consumer report requested by Employer by contacting the consumer reporting agency identified above directly.

#### ACKNOWLEDGMENT AND AUTHORIZATION

Minnesota and Oklahoma applicants or employers only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. ☐

Name: Jas K Soman

Social Security Number [REDACTED] DOB\*\* [REDACTED]

\* \* Date of Birth is being requested in order to obtain accurate retrieval of records.

Current Address [REDACTED]

City  / State  / Zip

Drivers License Number/State ID  State 

Signature: Jas Soman [Signature] Date: [Date]

**ANSWER REQUIRED:** OK to contact current / most recent employer? ☒ Yes ☐ No

Information in this document is intended only as a service to inform or be educational in nature. Nothing herein should ever be construed as legal advice or opinion, nor as the offer of such.

**EXHIBIT C**



**NOTICE REGARDING BACKGROUND INVESTIGATION**  
**[IMPORTANT - PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGMENT]**

Alameda Health System (the Company) may obtain information about you from a consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and mode of living, and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may be obtained at any time after receipt of your authorization and, if you are hired throughout your employment. You have the right upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by Corporate Screening Services, Inc., 16530 Commerce Court, Cleveland, OH 44130, Phone: 800-229-8506, Fax: (416) 243-4204 or another outside organization. The scope of this notice and authorization is all-encompassing, however, allowing the Company to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and, if you are hired throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

New York applicants or employees only: You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly.

**ACKNOWLEDGMENT AND AUTHORIZATION**

I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and if I am hired throughout my employment. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Corporate Screening Services, Inc., or another outside organization acting on behalf of the Company. I agree that a facsimile ("fax") or photographic copy of this Authorization shall be as valid as the original.

Minnesota and Oklahoma applicants or employees only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. ☐

California applicants or employees only: By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report if one is obtained by the Company at no charge whenever you have a right to receive such a copy under California law. ☐

First Name: M

Last Name:

Social Security Number: [REDACTED]

Date of Birth: [REDACTED]

Current Address: [REDACTED]

City: [REDACTED]

State: ☐

Zip: [REDACTED]

OK to contact current employer?

State: ☐ License Number: [REDACTED]

**NOTICE REGARDING BACKGROUND INVESTIGATION**  
**PURSUANT TO CALIFORNIA LAW**

Alameda Health System (the "Company") intends to obtain information about you from an investigative consumer reporting agency and/or a consumer credit reporting agency for employment purposes. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics, and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may

be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be Corporate Screening Services, Inc., 16530 Commerce Court, Cleveland, OH 44130, Phone: (900-229-0006, Fax: (440) 243-4204. The source of any credit report will be [add name of credit bureau].

The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1706.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified address by certified mail. ICRA's complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

My typed name below shall have the same force and effect as my written signature.

*Anthony J. Soman*

September 8, 2015

(Nature and Scope)

#### NATURE AND SCOPE OF INVESTIGATIVE CONSUMER REPORT "California Use Only"

Check the background criteria ordered for the candidate:

☒ Alameda Health System

Social Security Number Trace  
County Criminal Record Search  
Dept. of Motor Vehicles  
Education Verification  
License Verification  
Employment Verification - (5yr History)  
Cumulative Sanction Report - CIG List Search  
Excluded Parties / Debarment Report - GSA List Search  
Workers Compensation Search - (LIST BELOW THE STATE TO BE SEARCHED)